

AGREEMENT FOR CONTRACTING SERVICES

OPERATION OF BICENTENNIAL TRAILER PARK WATER SYSTEM EPA ID #426

This Agreement for Contracting Services (“Contracting Agreement”) is effective April 6, 2020 by and between Bicentennial Trailer Park Water System, located at 338 Evans Lane, Spearfish, South Dakota (herein called “Water System”), and Kyte Enterprises, Michael J. Kyte, Sr. with the principal place of business at 1221 North Main Street, Spearfish SD 57783 (“Contract Operator”).

RECITALS

Whereas. Water System desires to engage the Contract Operator to render certain professional and technical services (“Services”) to manage the operations and maintenance of the Water System described in Section 2 of this agreement and provides compensation to the Contract Operator.

Whereas, The Contract Operator may employ personnel who have the expertise in providing the Services and desires to render the Services to the Water System.

Now, Therefore, in consideration of the foregoing premises and the covenants here contained, Water System and Contract Operator mutually agree as follows:

AGREEMENT

Definitions

The term “Water System” shall mean the Bicentennial Trailer Park Water System located at 338 Evans Lane, Spearfish, South Dakota.

The term “Contract Operator” shall mean the entity entering into this Contracting Agreement to perform Services for the Water System.

The term “Services” shall include hiring qualified personnel to perform all obligations, duties, requirements, and responsibilities required to the successful completion by the Contract Operator of the Duties listed in Section 4 of this agreement.

Section 1 – Parties Involved

Contract Operator: Kyte Enterprises
Michael J. Kyte, Sr. (Operator Number 277)
1221 North Main Street
Spearfish, SD 57783

Certifications held by Contract operator:	
Class II Water Treatment	Certification #0497
Class III Water Distribution	Certification #0381
Class II Waste Water Treatment	Certification #0454
Class III Waste Water Collection	Certification #0490

Water System: Bicentennial Trailer Park Water System
 % Gary Hunt
 338 Evans Lane
 Spearfish SD 57783

Section 2-Description of the System

The Water System consists of one primary well that supplies water to 4 pressure tanks in a storage bunker which feeds two 1-1/4 inch lines that maintain a constant pressure of 40 to 60 pounds and supplies 34 home service connections

Section 3-Purpose of the Agreement:

The purpose of this agreement is to fulfill the requirement that the system be managed and operated by a certified operator and to insure that a professional level of operation and maintenance is performed on the Water System.

Section 4-Responsibilities of Water System Owners

Follow requirements and recommendations made by DENR.

Responsible for the expense of water testing at either Midcontinent Lab of Rapid City, SD or the State Health Lab, Pierre, SD; and for postage.

Provide certified operator with all testing records and requirements, maps, and other pertinent information available concerning current and previous operation of the system.

Authorize water operator to order test bottles as needed.

Section 5-Duties of the Certified Operator

Certified Operator will be in direct responsible charge of all operations and maintenance of the water system.

Basic Service – Contract Operator shall supply personnel who will provide:

The basic service will include a weekly check on the wells, pumps and reservoirs
Collect and submit water system samples: Monthly microbiological, Annual Nitrate sampling as required by the State of South Dakota.

Maintain operational, maintenance, and administrative records of all water system activities.

Update the operations and sampling plan as needed.

Submit request for sampling waivers when applicable.

Answer customer concerns on water quality/quantity issues when on site or by telephone or in writing.

Provide and send or deliver any public notices that may be required.

Shall maintain a valid operator certificate while this agreement is in effect

Be on-site for all Environmental Protection Agency (EPA) and Department of Environment and Natural Resources (DENR) inspections

Provide a Certificate or Insurance to the Water System at inception & renewal of each contract term.

Additional Service:

Be available for planned improvement projects and maintenance situations.

Be available on an “on-call” basis with a desired one-hour response time in the case of an emergency event or 24 hours for non-emergency events. The Contract Operator will be reasonably available via cell phone at all times.

Take additional samples required by the State of South Dakota over and above those mentioned in Basic Services.

Take the additional samples required by the State of South Dakota should a monthly microbiological sample not meet minimum standards.

Should additional travel be required, mileage will be reimbursed at \$.40 per mile.

Coordinate the services of plumbers, electricians, and contractors, if needed.

In performing the Services, the Contract Operator shall comply with all applicable federal, state, and local laws relative to the Services.

Section 6 – Payment

As consideration for the Contract Operators performance of Services in a manner consistent with the standards and requirements of this Contracting Agreement, the Water System shall pay contract Operator \$150.00 per month plus all applicable taxes for the Basic Service (as described in Section 5). The Water System shall pay the Contract Operator for Additional Services (as described in Section 5) at a rate of \$40 per hour plus \$20 for each site visit that is in addition to the Basic Services, including all applicable taxes. The Contract Operator will provide the Water System with an invoice for any Basic Services, Additional Services, Contract Operators expenses for any parts, supplies or equipment used or installed in the Water System, and costs of mailing water samples to Midcontinent Testing Lab in Rapid City, South Dakota, and all applicable taxes on the 1st of each month. The Water System will make payment to the Contract Operator on or before the 10th of each month for Services performed and expenses invoiced during the billing period.

Section 7 – Dates

The term of this Contracting Agreement shall begin April 6, 2020 and end December 31, 2020. Contract may be amended as needed. Either party may terminate this agreement, at will, with or without cause, after providing 30 days written notice.

Section 8 - No Representations as to Quality or Quantity

It is understood and agreed, that the Contract Operator does not make any representation as to the quality or quantity of the water provided by the Water System.

In Witness Whereof, the Water System and the Contract Operator have executed this Contracting Agreement as of the date first above written.

KYTE ENTERPRISES

By _____
Michael J. Kyte, Sr., Owner Date

Bicentennial Trailer Park Water System

BY _____
Gary Hunt, Owner Date